U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant
Patton Boggs LLP
2550 M Street, NW
Washington, D.C. 20037

2. Registration No.
2165

3. Name of foreign principal
Republic of Bulgaria

4. Principal address of foreign principal
102, G.S. Rakovski Street
Sofia, Bulgaria 1040

5. Indicate whether your foreign principal is one of the following:

☒ Foreign government

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:
- ☐ Partnership
- ☐ Committee
- ☐ Corporation
- ☐ Voluntary group
- ☐ Association
- ☐ Other *(specify)* _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. Ministry of Finance

b) Name and title of official with whom registrant deals. Milen Veltchev, Minister of Finance

7. If the foreign principal is a foreign political party, state: N/A

a) Principal address.

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party, N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A	Name and Title	Signature
10/28/04	Stuart M. Pape Managing Partner	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB NO. 1105-0007

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Patton Boggs LLP	2165

3. Name of Foreign Principal
Republic of Bulgaria

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any , to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Registrant is retained to advise the Bulgarian government on debt owed to the country by the Republic of Iraq and to represent Bulgaria's interest in negotiations to resolve the Iraqi debt issue.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will advocate Bulgaria's position on the Iraqi debt issue as appropriate with Administration officials, members of Congress, and others.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Some of the registrant's activities may include legal and public policy counseling as well as interaction with officials from the United States Government.

Date of Exhibit B	Name and Title	Signature
10/28/04	Stuart M. Pape Managing Partner	Stuart Pape

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

C O N T R A C T

for providing specialized professional services with regard to the settlement of the debt of the Republic of Iraq to the Republic of Bulgaria

Today, on 14th Oct. 2004, in the city of Sofia, the following Contract for providing specialized professional services and cooperation (referred to hereinafter as "**the Contract**") was concluded between:

THE REPUBLIC OF BULGARIA (referred to hereinafter as "**Bulgaria**"), with the following address 102, G. S. Rakovski Street, Sofia - 1040, represented by Milen Veltchev in his capacity of Minister of Finance, duly authorized by Decision of the Council of Ministers No 26 of 8th July, 2004

and

PATTON BOGGS LLP (referred to hereinafter as "**the Contractor**" and jointly with Bulgaria referred to as "**the Parties**"), with an address at 2550 M Street, NW Washington, DC 20037 – 1350, 202-457-6000, represented by Mark D. Cowan in his capacity of Partner in PATTON BOGGS LLP.

WHEREAS by Decision No 26 of 8th July, 2004 the Council of Ministers entitled the Ministry of Finance to hold negotiations and to conclude a contract on behalf of the Republic of Bulgaria for providing specialized professional services with regard to undertaking actions to settle the debt of the Republic of Iraq to the Republic of Bulgaria (referred to hereinafter as "**this Engagement**");

WHEREAS Patton Boggs LLP has broad experience in the field of inter-state debt relations;

WHEREAS the Parties wish to enter into this Contract for providing specialized professional services with regard to undertaking actions to settle the debt of the Republic of Iraq to the Republic of Bulgaria;

The Parties hereby agree as follows:

I. SUBJECT MATTER OF THE CONTRACT

1.1 Subject to the conditions of this Contract, "Bulgaria" shall assign and the Contractor shall accept to prepare and undertake the representation of the interests of the Republic of Bulgaria before third parties and to cooperate for settling the debt of the Republic of Iraq to the Republic of Bulgaria with a view to its repayment or gaining profits and/or advantages for Bulgaria equal to the amount of the debt.

1.2 The preparation and performance of the representation of the interests of the Republic of Bulgaria with regard to the settlement of the external debt of the Republic of Iraq shall include advice and assistance to the Republic of Bulgaria and support in the negotiations of the interests of the Republic of Bulgaria as from the date of concluding this Contract until its termination or transfer to another Contractor (a company), upon receiving preliminary approval by "Bulgaria" therefor.

II. DURATION

2. This Contract shall be effective by 31 May 2005 and shall enter into effect upon its signing by the duly authorized representatives of the Parties and shall expire upon order for termination or any other circumstances specified in this Contract or after the Parties have fulfilled their obligations hereunder.

III. PRICE

3. The Price "Bulgaria" owes to the Contractor under this Contract shall include all fees due under Article 5.1 hereunder.

IV. OBLIGATIONS OF THE CONTRACTOR

4.1 The Contractor shall prepare and carry out the representation of the interests of the Republic of Bulgaria under this Engagement.

4.2 The Contractor shall prepare and carry out the representation of the interests of the Republic of Bulgaria under this Engagement in a professional manner and with the care and the expertise of a good lawyer.

4.3 The Contractor shall include in the group of its lawyers who will work on this Engagement the following persons who will be personally, primarily and directly involved in the preparation and performance of the representation and defence of the interests of the Republic of Bulgaria before other states, international or other state or private organizations, companies or natural persons: Mark D. Cowan и Joseph L. Brand. The persons specified hereunder shall be responsible for the actions of any third persons – subcontractors as their own actions.

4.4 The Contractor shall coordinate in advance with "Bulgaria", through the Ministry of Finance of the Republic of Bulgaria, the overall strategy for the representation of the Republic of Bulgaria with regard to the settlement of the debt of the Republic of Iraq to the Republic of Bulgaria, as well as any important action hereunder. If the strategy agreed and the nature and the amount of work related to it require from the Contractor to include additional employees of its staff in the group of lawyers who will work on this Engagement, the Contractor shall coordinate in advance with the Ministry of Finance their inclusion. The Contractor shall be paid for the work performed pursuant to Article 5.1 hereunder.

4.5 The Contractor shall coordinate in advance with the Ministry of Finance all substantial expenses that have to be incurred in relation to the representation and defence under this Engagement. The Contractor shall make reasonable efforts to minimize expenses, including arranging for its employees to fly business class instead of first class for air travel, seeking, upon consulting with the Council of Ministers and the Ministry of Finance, reasonably priced hotels (provided such accommodations are equipped with modern business facilities) and attempt to arrange meetings under this Engagement in a manner that will minimize travel and accommodation costs.

4.6 The Contractor shall promptly inform the Council of Ministers and the Ministry of Finance of the Republic of Bulgaria about the activity performed under this Engagement, as well as about any problems which have occurred in relation to it.

4.7 The Contractor shall disclose any conflict of interests resulting from its past or present professional activities.

4.8 The Contractor shall not transfer in whole or in part any of its rights or obligations under this Contract.

4.9 The Contractor, its lawyers and employees shall observe confidentiality and shall disclose to any third party or person, voluntarily or otherwise, only that information or documents approved by the Ministry of Finance of the Republic of Bulgaria, unless this is required by the applicable laws or by a court order or by a similar legal obligation.

4.10 The Contractor, its lawyers and employees shall not use any information or documents received by Bulgaria in the course of execution of this Contract for any purpose other than the representation of the interests of the Republic of Bulgaria under this Engagement.

4.11 After the termination of the Contract, the Contractor shall promptly return to Bulgaria all its documents, unless it is required to retain them pursuant to any court order or another similar legal obligation.

V. OBLIGATIONS OF THE REPUBLIC OF BULGARIA

5.1 Bulgaria, through the Ministry of Finance, shall pay to the Contractor remuneration for its services as follows:

A fixed monthly fee amounting to USD ($) 38, 824 /USD Thirty Eight Thousand Eight Hundred Twenty Four/ payable every month and fully covering the fees for the work performed by the persons engaged by the Contractor.

Fees shall be inclusive of all taxes and charges due by the Contractor and/or its employees in relation to this income. Bulgaria, through the Ministry of Finance, shall make all payments of fees and expenses to the Contractor in USD by bank transfer to the account designated by the Contractor.

5.2 Bulgaria, through the Ministry of Finance, shall accept and pay to the Contractor for the services rendered for the period starting June 1, 2004 by the date of concluding this Contract under the conditions and the prices agreed hereunder.

5.3 Bulgaria, through the Ministry of Finance, shall pay to or reimburse the Contractor for all necessary expenses reasonably incurred in relation to the preparation and performance of the representation and defence of the interests of the Republic of Bulgaria under this Engagement.

5.4 The Contractor estimates that the total expenses for the execution of this Contract shall be up to ten per cent of the total price due hereunder. The Contractor shall consult with the Ministry of Finance if it ascertains that the total expenses might exceed the foregoing estimate. The expenses specified in Articles 5.3, 5.4 and 4.5 shall not include the remuneration and expenses relating to legal experts, technical experts and/or other outside consultants. Such experts and/or consultants shall be engaged by the Contractor on behalf of Bulgaria following consultations and approval by Bulgaria.

5.5 Bulgaria, through the Ministry of Finance, shall pay the remuneration and the expenses due hereunder on the basis of a monthly statement and invoice sent to it.

5.6 Bulgaria, through the Ministry of Finance, shall pay the remuneration and the expenses due hereunder to the following bank account of the Contractor within thirty days from the receipt of the monthly statement and the monthly invoice: Citibank, 1101 Pennsylvania Ave NW, Washington, D.C. 20004, ABA Routing#: 254 070 116, account name Patton Boggs LLP, account number 1507 7195, Attention: Mark D. Cowan and Joseph L. Brand.

5.7 In case of delay in the remuneration and the expenses due hereunder by Bulgaria, through the Ministry of Finance, it shall be liable to pay default interest on a daily basis amounting to three per cent per annum.

5.8 Bulgaria, through the Ministry of Finance, shall in due time render the Contractor any assistance needed for the preparation and performance of the representation and defence of the interests of the Republic of Bulgaria under this Engagement.

VI. CONTRACTOR'S UNDERTAKINGS

6.1 Contractor is a law firm in the United States of 182 partners. By law, each partner is jointly and severally liable for the malpractice of any of Contractor's 382 lawyers.

6.2 Contractor maintains malpractice liability insurance in the amount of USD ($) 20,000,000.00.

VII. CONTRACT TERMINATION

7.1 This Contract shall expire after both Parties have fulfilled all their obligations.

7.2 This Contract may be terminated at any time by mutual assent between the Parties concluded in writing.

7.3 Bulgaria may terminate this Contract unilaterally at any time for whatever reason or without any reason by a fifteen-day notice in writing sent to the Contractor. In case of such termination Bulgaria shall not be liable to pay any compensation, but must pay to the Contractor for the work performed and the expenses incurred.

VIII. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

8.1 This Contract shall be governed by Bulgarian substance law applicable to the Contract.

8.2 All disputes arising from or in connection with this Contract or relating to it, including the disputes caused by or relating to its interpretation, invalidity, execution or termination, as well as

the disputes for filling gaps in the Contract or its adjustment to newly arisen circumstances, shall be settled by the Court of Arbitration to the International Chamber of Commerce in Paris, France, in compliance with its Rules of Arbitration, based on arbitration agreements.

IX. OTHER PROVISIONS

9.1 This Contract may be amended only by mutual assent between the Parties concluded in writing and signed by them.

9.2. All notifications that have to or may be sent in relation to this Contract, as well as all other communications shall be sent by express registered letter, telex, facsimile or e-mail to the following addresses:

For the Republic of Bulgaria:

The Ministry of Finance
Attn: Minister of Finance
102, G. S. Rakovski Street
Sofia 1040
Republic of Bulgaria
Telephone: + 3592-9859-2001
Facsimile: +3592-987-0581

For the Contractor:

Patton Boggs LLP
Attn: Mark D. Cowan
2550 M Street, N. W.
Washington, D.C. 20037 – 1350
Telephone: +001-202-457-6000
Facsimile: +001-202-457-6315

9.3 This Contract is made and signed in English and Bulgarian in two identical originals in each language for each of the Parties. Both languages are equally valid. Bulgaria warrants and accepts that the originals of this Contract drafted and signed in Bulgarian are completely identical with regard to their content with the originals drafted and signed in English and that they do not contain any differences whatsoever.

For THE REPUBLIC OF BULGARIA

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Name: Milen Veltchev, Minister of Finance

For PATTON BOGGS LLP

.....

Name: Mark D. Cowan, Partner